

RECEIVED
CENTRAL FAX CENTER

MAY 16 2007

Fax Transmission

INTELLECTUAL PROPERTY DEPARTMENT
SIEMENS CORPORATION170 Wood Avenue South
Iselin, New Jersey 08830
Phone: (732) 321-3008
Fax: (732) 321-3014
email: michael.wallace@siemens.com

To: Assistant Commissioner of Patents **Date:** April 2, 2007
USPTO
Attention: Examiner Hoi Lau

Fax No.: (571)-273-8547**Pages:** 13 including this cover
sheet

From: Michael J. Wallace, Intellectual Property Counsel
Siemens IPD

Subject: Application No. 10/711,252
Filing Date: 09/03/04
Atty. Dkt. No. 2007P02020US

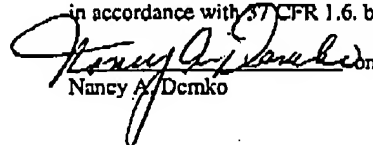
The information contained in this fax is intended solely for the use of the recipient named above. This fax may contain privileged and/or confidential information, attorney work product or other information protected from disclosure. If you are not an intended recipient of this fax or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this fax in error, and that any review, dissemination, distribution or copying of it is strictly prohibited. If you have received this fax in error, please notify us immediately at the above telephone number and destroy the original transmission. Thank you for your cooperation.

Attached please find the following documents:

Power of Attorney to Prosecute Applications Before the USPTO - 1 page
Statement Under 37 CFR 3.73(b) with attachment - 11 pages

CERTIFICATE OF FAXING

I Certify that this document and the attached documents
are being faxed to the USPTO at 571-273-8547
in accordance with 37 CFR 1.6. by

 4-02-07
Nancy A. Demko 04-02-07

MAY 16 2007

PTO/SB/80 (01-05)

Approved for use through 12/31/2006. OMB 0651-0036
U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number:

28524

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number:

28524

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone			Email

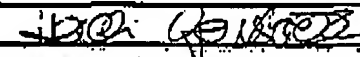
Assignee Name and Address:

VistaScape Security Systems Corp.
5901 Peachtree Dunwoody Road, Suite 550
Atlanta, GA 30328

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	3/31/07
Name	Heidi Gamsbeck	Telephone	678-919-2397
Title	Chief Financial Officer		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9198 and select option 2.

RECEIVED
CENTRAL FAX CENTER

MAY 16 2007

PTO/SB/06 (09-06)

Approved for use through 03/31/2007, OAS 0661-0081
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: VistaScope Security Systems Corp.Application No./Patent No.: 10/711,252 Filed/Issue Date: 06/03/04Entitled: System and Method for the Classification of An Individual or Object Within a Zone of a Specified Area with Multiple Surveillance MeansVistaScope Security Systems Corp. a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 017352, Frame 0538, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08)

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

[Signature]
SignatureHeidi Gernsback
Printed or Typed NameChief Financial Officer
Title3/31/07
Date618-919-2392
Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 7450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

RECEIVED
CENTRAL FAX CENTER

MAY 16 2007

Attorney Docket No. 13879-46721

ASSIGNMENT

WHEREAS, We, John Christopher Jackson, residing at 6970 Diana Circle, Gainesville, Georgia 30506; Maksim Ershtein, residing at 3450 Evans Road, Apartment 136A, Atlanta, Georgia 30341; Alexander Danileiko, residing at 26497 Black Oak Drive, Valencia, CA 91381, and Curtis Evan Ide, residing at 8685 River Trace, Roswell, Georgia 30076, have made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on September 3, 2004, application Serial No. 10/711,252 which is entitled "System and Method For The Classification Of An Individual Or Object Within A Zone Of A Specified Area With Multiple Surveillance Means."

AND WHEREAS, VistaScope Security Systems Corp., a corporation organized and existing under and by virtue of the laws of the State of Georgia, and having an office and place of business at 5901-B Peachtree Dunwoody Road, Suite 550B, Atlanta, Georgia 30328 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefore.

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be


necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

We/I also authorize counsel for Applicant(s) to enter above the serial number of the application or other related information when it becomes available.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 23 day of

APRIL, 2006.



John Christopher Jackson

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of

_____, 2006.

Maksim Ershtein

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of

_____, 2006.

Alexandre Danileiko

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of

_____, 2006.

Curtis Evan Ide

RECEIVED
CENTRAL FAX CENTER

MAY 16 2007

necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

We/I also authorize counsel for Applicant(s) to enter above the serial number of the application or other related information when it becomes available.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

John Christopher Jackson

IN TESTIMONY WHEREOF, I have hereunto set my hand this 9 day of March, 2006.



Maksim Ershtein

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

Alexandre Danileiko

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

Curtis Evan Ide

necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

We/I also authorize counsel for Applicant(s) to enter above the serial number of the application or other related information when it becomes available.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

John Christopher Jackson

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

Maksim Ershtein

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2006.

Alexandre Danileiko

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4 day of March, 2006.


Curtis Evan Ide

RECEIVED
CENTRAL FAX CENTER

MAY 16 2007

VISTASCAPE TECHNOLOGY CORP.

EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

GEORGIA

In consideration of my employment or continued employment by VISTASCAPE TECHNOLOGY CORP. (the "Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. NONDISCLOSURE.

1.1 Recognition of Company's Trade Secret Rights. At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon, or publish any of the Company's Trade Secrets, except as such disclosure, use, or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Trade Secrets. I hereby assign to the Company any rights I may have or acquire in such Trade Secrets and recognize that all Trade Secrets shall be the sole property of the Company and assigns. For purposes of this section, the term "Trade Secret" means information including, but not limited to, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, improvements, discoveries, developments, and designs which (a) derives economic value, actual or potential, from not being generally known to, and not readily ascertainable by proper means by, other persons or entities who can obtain economic value from its disclosure or use; and which (b) was prior to the date hereof, the subject of efforts by the Company which were reasonable under the circumstances to maintain secrecy.

1.2 Confidential Information. At all times during my employment and for a period of 3 years thereafter, I will hold in the strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Confidential Information, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for

publication any material (written, verbal, or otherwise) that relates to my work with the Company and/or incorporates any Confidential Information. For purposes of this Agreement, "Confidential Information" includes confidential information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and the skills and compensation of other employees of the Company.

1.3 Notwithstanding the foregoing Sections 1.1 and 1.2, it is understood that, at all times, I am free to use information that is generally known in the trade or industry that is not gained as a result of a breach of this agreement. I agree that the restrictions in this agreement regarding the use or disclosure of Trade Secrets and Confidential Information shall be in addition to any restrictions imposed by law in the absence of the contract.

1.4 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.5 No Improper Use of Information of Prior Employers and Others. During my employment by the Company, I will not improperly

90298 v1/RE
IX_@011.DOC

1.

use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. ASSIGNMENT OF INVENTIONS.

2.1. **Proprietary Rights.** The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2. **Inventions.** The term "Invention" shall mean all trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques.

2.3. **Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit A* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit A* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit A* for such purpose. If

no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.4. **Assignment of Inventions.** Subject to Sections 2.5, and 2.7, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

2.5. **Nonassignable Inventions.** I recognize that, in the event of a specifically applicable state law, regulation, rule, or public policy ("Specific Inventions Law"), this Agreement will not be deemed to require assignment of any Invention which qualifies fully for protection under a Specific Inventions Law by virtue of the fact that any such Invention was, for example, developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secrets and neither related to the Company's actual or anticipated business, research or development, nor resulted from work performed by me for the Company. In the absence of a Specific Inventions Law, the preceding sentence will not apply.

2.6. **Obligation to Keep Company Informed.** During the period of my employment and for six (6) months after termination of my employment with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice

90298 v1/RE
IX_0011.DOC

2.

by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of employment. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of a Specific Inventions Law, and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to inventions that qualify fully for protection under a Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under a Specific Inventions Law.

2.7: Government or Third Party. I also agree to assign all my right, title and interest in and to any particular Company Inventions to a third party, including without limitation the United States, as directed by the Company.

2.8: Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

2.9: Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Inventions developed by me including all Inventions made by me during the period of my employment at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. ADDITIONAL ACTIVITIES. I agree that during the period of my employment by the Company I will not, without the Company's express written consent, enter into any other employment or business activity with any other person or entity engaged in any business in which the Company may be engaged during my employment, including, without limitation, (i) the design, manufacture, production, marketing or sale of camera systems, projectors, projection systems and other devices for ultra-high resolution digital photography, short-range and long-range surveillance, defense-related warning sensor systems, virtual reality internet applications, high-speed document scanning, x-ray archiving and markets for virtual world immersion for location-based entertainment and military simulation industries, including, but not limited to, 3-Dimensional holospheric camera systems, projectors, projection systems, wireless communications and other related appliances or applications, or (ii) infrastructure appliance server technology and systems, including high capacity, high sustained throughput or transfer rate, high power processing and TCP/IP based appliance server products, storage technology products, media technology products, imaging technology products, software and hardware, for the purposes of video on demand, streaming media, interactive TV, video archiving, geographical

50298 v1/RE
IX_0011.DOC

3.

information systems, remote sensing systems, medical and scientific imaging, and enterprise level storage. I agree further that for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company I will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of the Company to terminate his or her relationship with the Company in order to become an employee, consultant or independent contractor to or for any other person or entity engaged.

5. **NO CONFLICTING OBLIGATION.** I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

6. **RETURN OF COMPANY DOCUMENTS.** When I leave the employ of the Company, I will deliver to the Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Trade Secrets, Third Party Information or Confidential Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company in completing and signing the Company's termination statement.

7. **LEGAL AND EQUITABLE REMEDIES.** Because my services are personal and unique and because I may have access to and become acquainted with the Trade Secrets and Confidential Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

8. **NOTICES.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address

as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three (3) days after the date of mailing.

9. **NOTIFICATION OF NEW EMPLOYER.** In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

10. GENERAL PROVISIONS.

10.1 **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by and construed according to the laws of the State of Georgia, as such laws are applied to agreements entered into and to be performed entirely within Georgia between Georgia residents. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Cobb County, Georgia for any lawsuit filed there against me by Company arising from or related to this Agreement.

10.2 **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

10.3 **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

10.4 **Survival.** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

90298 v1/RE
1X_@011.DOC

4.

10.5 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

10.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.7 Entire Agreement. The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely: _____.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: 05/29/01


(Signature)

Alexander Danilo
(Printed Name)

ACCEPTED AND AGREED TO:

VISTASCAPE TECHNOLOGY CORP.

By: 

Title: William H. Dongas
President & COO

(Address) _____

Dated: _____

RECEIVED
CENTRAL FAX CENTER
MAY 16 2007

EXHIBIT A

PREVIOUS INVENTIONS

TO: VISTASCAPE TECHNOLOGY CORP.

FROM: _____

DATE: _____

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by VISTASCAPE TECHNOLOGY CORP. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☐ No inventions or improvements.☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvement	Party(ies)	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

☐ Additional sheets attached.

90298 v1/RE
IX_001.DOC

A-1.